UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF WASHINGTON

Case No. 11-11406
CHAPTER 12 DI AN
CHAPTER 13 PLAN
_X_OriginalAmended
Date:3/18/2011
5,10,2011
1328(f) (check one):
nonthly disposable income nonthly disposable income
noniny disposable income
OMMITS; _XDOES NOT COMMIT; all tax refunds be paid in addition to the plan payment stated above. If ed. ted from the debtor's wages unless otherwise agreed to
, and may be extended up to 60 months after the first n's length shall not be less than the debtor's applicable (2(d) and 1325(b)(4).
eceived in the following order and creditors shall apply for domestic support obligations and federal taxes shall of: 8 USC §586(e). 8 USC §586(e). 9 per fees and costs shall not exceed \$3,500.00. \$726.00 infirmation fees and costs exceed \$3,500, an appropriate of time and costs, shall be filed with the Court within as follows (check one): after designated monthly payments to the following

If no selection is made, fees will be paid after monthly payments specified in Sections IV.B and IV.C.

an	CURRENT ad allowed pu ade by the Tr	DOMESTIC SUPPOR rsuant to 11 USC § 502 ustee):	T OBLIGATIO (a) or court ord	N: Payments to er as follows (if	creditors whose cla left blank, no payn	ims are filed nents shall be
	<u>C</u>	reditor _N/A	<u>Monthly a</u> \$ \$	mount		
of ap se of	rsuant to 11 editors will be the underlyi oppropriate. So curity interest their claim of	ED CLAIMS: Payments USC § 502(a) or court e disbursed at the same in g debt, determined und ecured creditors, other in real property that is to the value of their collafrom the petition filing determined.	order, as stated level. Secured der nonbankrup than creditors he he debtor's prinateral, whicheve	d below. Unless creditors shall ref tcy law, or disch olding long tern cipal residence, v	ranked otherwise, tain their liens until large under 11 USO obligations secure will be paid the prin	payments to the payment C § 1328, as ed only by a cipal amount
co pla un	onfirmation. If an, the claim aless otherwis	d monthly payment in a creditor timely files a shall be paid at the low e ordered following time priority unsecured claim	proof of claim er rate. Value ely objection to	for an interest rate of collateral state claim. The unse	e lower than that produced in the proof of coured portion of an	oposed in the laim controls
Ti pa mo int	rustee. If the syments are sortgage paymeterest rates, es	e interest rate is left blufficient, the Trustee ments, homeowner's duest becrow amounts, dues and uing Payments on Clarest included in payment	ank, the applic nay increase or and/or real pro or property tax	able interest rate decrease post-perperty tax holdines.	shall be 12%. If etition installments g accounts based o	overall plan for ongoing n changes in
Rank	Creditor N/A	Nature o	of Debt	<u>Property</u>		ly Payment
for	2. <u>Contin</u> rth below):	uing Payments on Clair	ns Secured by	Other Real Prop	erty (Per annum in	nterest as set
<u>Rank</u>	Creditor _N/A	Nature of Debt	<u>Property</u>		Monthly Paymen	Interest t Rate
ırreara		ayments on Mortgage/L de for postpetition prope				property tax
Rank _1_	Periodic Payment \$250.00	Creditor America's Servicing C			Arrears to be Cured	Interest Rate
2	\$73.33 \$ \$	Salish Village		va 98034	\$15,000.00 \$577.00 \$ \$	% % %

4. Payments on Claims Secured by Personal Property:

a. 910 Collateral.

The Trustee shall pay the contract balance as stated in the allowed proof of claim for a purchase-money security interest in any motor vehicle acquired for the personal use of the debtor(s) within 910 days preceding the filing date of the petition or in other personal property acquired within one year preceding the filing date of the petition as follows. Debtor stipulates that pre-confirmation adequate protection payments shall be paid by the Trustee as specified upon the creditor filing a proof of claim. If no amount is specified, the Trustee shall pay the amount stated as the "Equal Periodic Payment".

	Equal		Description	Pre-Confirmation	
	Periodic		of	Adequate Protection	Interest
<u>Rank</u>	Payment	Creditor	<u>Collateral</u>	Payment Payment	Rate
	\$			\$	%
	\$			\$	%
	\$	***************************************		\$	%
	\$			\$	%

b. Non-910 Collateral.

The Trustee shall pay the value of collateral stated in the proof of claim, unless otherwise ordered following timely objection to the claim, for a purchase-money security interest in personal property which is non-910 collateral. Debtor stipulates that pre-confirmation adequate protection payments shall be paid by the Trustee as specified upon the creditor filing a proof of claim. If no amount is specified, the Trustee shall pay the amount stated as the "Equal Periodic Payment".

	Equal		Debtor(s)	Description	Pre-Confirmation	
]	Periodic		Value of	of	Adeq. Protection	Interest
Rank]	<u>Payment</u>	<u>Creditor</u>	Collateral	<u>Collateral</u>	Payment	Rate
;	\$	N/A	\$		\$	%
5	\$		\$		\$	%
(\$		\$		\$	%
	\$		\$		\$	%

- D. PRIORITY CLAIMS: Payment in full, on a pro rata basis, of filed and allowed claims entitled to priority in the order stated in 11 USC § 507(a).
- E. NONPRIORITY UNSECURED CLAIMS: From the balance remaining after the above payments, the Trustee shall pay filed and allowed nonpriority unsecured claims as follows:
 - 1. Specially Classified Nonpriority Unsecured Claims. The Trustee shall pay the following claims prior to other nonpriority unsecured claims as follows:

		,	Amount of	Percentage	Reason for Special
<u>Rank</u>	<u>Creditor</u>		<u>Claim</u>	To be Paid	<u>Classification</u>
	N/A	_	\$	%	
		-	\$	%	

- 2. Other Nonpriority Unsecured Claims (check one):
 - a. ____ 100% paid to allowed nonpriority unsecured claims. OR
 - b. _X_ Debtor shall pay at least \$0.00 to allowed nonpriority unsecured claims over the term of the plan. Debtor estimates that such creditors will receive approximately ____ % of their allowed claims.

V. Secured Property Surrendered:

The secured property described below will be surrendered to the following named creditors on confirmation. Upon confirmation, all creditors to which the debtor is surrendering property pursuant to this section are granted relief from the automatic stay to enforce their security interest against the property including taking possession and sale.

N/A

VI. Executory Contracts and Leases:

The debtor will assume or reject executory nonresidential contracts or unexpired leases as noted below. Assumption will be by separate motion and order, and any cure and/or continuing payments will be paid directly by the debtor under Section VII, unless otherwise specified in Section XII with language designating that payments will be made by the Trustee, the amount and frequency of the payments, the ranking level for such payments with regard to other creditors, the length of the term for continuing payments and the interest rate, if any, for cure payments. Any executory contract or unexpired lease not assumed pursuant to 11 USC § 365(d) is rejected. If rejected, the debtor shall surrender any collateral or leased property and any duly filed and allowed unsecured claim for damages shall be paid under Section IV.E.2.

Contract/Lease	<u>e</u>
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Assumed or Rejected

N/A

VII. Payments to be made by Debtor and not by the Trustee:

The following claims shall be paid directly by the debtor according to the terms of the contract or support or withholding order, and shall receive no payments from the Trustee. (Payment stated shall not bind any party.)

A. DOMESTIC SUPPORT OBLIGATIONS: The claims of the following creditors owed domestic support obligations shall be paid directly by the debtor as follows:

<u>Creditor</u>	Current Monthly Support O	bligation Monthly Arr	earage Payment
N/A	\$	\$	
W-1-2-7-2-7-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	\$	\$	
	\$	\$	
B. OTHER DIR	ECT PAYMENTS:		
<u>Creditor</u>	Nature of Debt	Amount of Claim	Monthly Payment
_America's Servicing	CoMortgage	\$145,080.00	\$_1,077.90
		\$	\$
		\$	\$

VIII. Revestment of Property

Unless otherwise provided in Section XII, during the pendency of the plan all property of the estate as defined by 11 USC § 1306(a) shall remain vested in the debtor, except that earnings and income necessary to complete the terms of the plan shall remain vested in the Trustee until discharge. The debtor shall not, without approval of the Court, sell or otherwise dispose of or transfer real property other than in accordance with the terms of the confirmed plan.

IX. Liquidation Analysis Pursuant to 11 USC § 1325(a)(4)

The liquidation value of the estate is \$0 In order to obtain a discharge, the debtor must pay th
liquidation value or the total of allowed priority and nonpriority unsecured claims, whichever is less. Unde
11 USC §§ 1325(a)(4) and 726(a)(5), interest on allowed unsecured claims under Section IV.D and IV.E shall
be paid at the rate of% per annum from the petition filing date (no interest shall be paid if left blank).

X. Other Plan Provisions:

- A. No funds shall be paid to nonpriority unsecured creditors until all secured, administrative and priority unsecured creditors are paid in full, provided that no claim shall be paid before it is due.
- B. Secured creditors shall not assess any late charges, provided payments from the plan to the secured creditor are current, subject to the creditor's rights under state law if the case is dismissed.
- C. If a secured creditor elects to charge debtor any fee, expense or cost permitted under the contract, the creditor shall give written notice to the debtor and debtor's counsel within 30 days of the assessment.
- D. Mortgage creditors shall notify the Trustee, debtor and debtor's counsel within 60 days of any change in the regular monthly payment (including the escrow account, if applicable).
- E. Provision by secured creditors or their agents or attorneys of any of the notices, statements or other information provided in this section shall not be a violation of the 11 USC § 362 automatic stay or of privacy laws.

XI. Certification:

- A. The debtor certifies that all post-petition Domestic Support Obligations have been paid in full on the date of this plan and will be paid in full at the time of the confirmation hearing. Debtor acknowledges that timely payment of such post-petition Domestic Support Obligations is a condition of plan confirmation pursuant to 11 USC § 1325(a)(8).
- B. By signing this plan, the debtor and counsel representing the debtor certify that this plan does not alter the provisions of Local Bankruptcy Form 13-4, except as provided in Section XII below. Any revisions to the form plan not set forth in Section XII shall not be effective.

Last 4 digits SS#

Date

XII. <u>Additional Case-Specific Provisions</u>: (must be separately numbered)

Debtor will be filing an adversary lawsuit to strip off the second lien of Verity Credit Union.

DEBTOR

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